

September 1, 2018

✓ Clerk of Court  
United States District Court for the Eastern District of Virginia  
401 Courthouse Square  
Alexandria, VA. 22314

Diane P. Flannery, Esquire  
McGuire Woods, LLP  
800 East Canal Street  
Richmond, VA. 23219

Steve Toll, Esquire  
Cohen, Milstein Sellers & Toll, PLLC  
110 New York Avenue NW  
Suite 500 – West Tower  
Washington DC 20005

Alexander Robertson, IV, Esquire  
Robertson & Associates, LLP  
Suite 200  
Westlake Village, CA. 91361



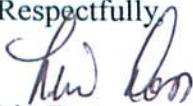
Re: Lumber Liquidators Chinese-Manufactured Laminate Flooring Products Marketing, Sales, Practices and Products Liability Litigation, MDL NO 1:15-md-02627; or Lumbar Liquidators Chinese - Manufactured Laminate Flooring Durability Marketing and Sales Practices Litigation, MDL NO 1:16-md2743 or both.

**Objection to Settlement**

This is the only class action settlement I have ever objected to.

I do not intend to appear at the final approval and fairness hearing.

Lin Doss  
3408 Bellflower Drive  
Antioch, CA. 94531  
whispersmom@earthlink.net

Respectfully,  
  
Lin Doss

I strongly object to the settlement of this case because of the irreparable harm this toxic formaldehyde flooring has done to my health. When I purchased my new home in Antioch, California (purchased in Burlingame, CA) in early 2010 I had the flooring professionally installed throughout the entire home. (excluding tile in the bathrooms) Within 6 months, both my dog and I began having multiple health issues. Since my pup couldn't tell me what hurt, I only have the multiple Veterinary bills for skin, allergy, and thyroid issues as proof.

I am self employed so am in the home 24 hours a day, seven days a week. The formaldehyde attacked my immune system - first my gut, waking up in the middle of the night with severe cramping. Then my thyroid gland stopped working and needed medication. Finally, I've developed Asthma, multiple allergies and chemical sensitivities. (All within 6 to 8 months) So because of this flooring, my dog and I will forever be compromised and on medication for the rest of our lives.

I honestly had no idea why we became so ill, (my friends told me my new house was trying to kill me) but once I saw the 60 minutes story in March of 2015, I knew. I immediately contacted a few law firms and became a class representative with Gibbs Law Group LLP on 3/10/15. In the early stages they only were covering the financial side, and stated the personal injury phase would come later.

I've attached two receipts for the flooring totaling \$1,879.50, as well as an air test which shows, even after 5 years, the formaldehyde level was still elevated. For my medical expenses, (in the thousands) I have 8+ years worth, so proof is available, if needed.

As mentioned, the terms of this settlement are unacceptable. I have gone through so much which has changed the course of my life, so to receive less than \$50 dollars as compensation would be beyond insulting. Since I've spent so much money on medical bills, hiring a personal injury attorney is prohibitive.

Lastly, I only received a postcard and no claim form or envelope to file a claim as required by this settlement.

Respectfully,



Lin Doss

whispersmom@earthlink.net

September 1, 2018



CONCORD, CA 9417  
118 2ND AVE, SOUTH UNIT A-1  
PACIFIC, CA 94020  
925-221-1000

## Invoice Reprint

INVOICE #	C4707438
LOCATION	147
DATE	02/25/10
PAGE	2 OF 2

### BILL TO

2316189  
LIN DOSS  
1636 BARROILHET AVE  
BURLINGAME, CA 94010  
650-348-9484

### SHIP TO

LIN DOSS  
1636 BARROILHET AVE  
BURLINGAME, CA 94010

ORDER DATE	ORDER NO.	SALES REP	CUSTOMER P/O NUMBER	PAYMENT TERMS
02/25/10	C4705421	WVA /		CASH
JOB NUMBER	WRITTEN BY	CONTACT		SHIP VIA
	WENDELL WATSON	LIN DOSS		CUSTOMER PICK-UP

PRODUCT / DESCRIPTION	QUANTITY OPEN	QUANTITY SHIPPED	QUANTITY BACKORDERED	PRICE	U/M	EXTENSION
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Lumber Liquidators is committed to your satisfaction!

**Measurement and Quantity:** Flooring is sold by the box/bundle. The actual square footage may differ when rounded to the nearest box/bundle size. The purchaser/installer is responsible for all measurement quantities. The purchaser will be charge for the actual footage shipped. Lumber Liquidators, Inc. accepts no responsibility or liability for measurement errors.

**Delivery and Lead Times:** All delivery dates are estimates. We cannot guarantee specific deadlines. We recommend you do not book installation until you receive your product.

**Inspection:** Claims for shortages or damages must be made upon receipt. The purchaser/installer is responsible for final inspection as to grade, color, finish, defects, and other product quality issues. Do not install defective product. Use constitutes acceptance. Lumber Liquidators, Inc. accepts no responsibility or liability for installer error or negligence.

**Installation:** Allow flooring to acclimate in the installation area for 3-7 days. Prior to installation, the purchaser/installer is solely responsible for determining the acceptability of the moisture levels in both the product and the subfloor. We recommend using a licensed, professional wood flooring installer. Installation must be performed in accordance with the National Wood Flooring Association (NWFA) guidelines.

#### Installation Assistance / Additional Questions or Concerns:

General installation instructions may be found at [www.lumberliquidators.com](http://www.lumberliquidators.com) or by calling LLI Customer Care at (800)366-4204. You may also call with any additional questions, comments or concerns regarding your purchase.

**Exchanges:** AL (initial here) Exchanges are permitted for product of equal or greater value within 30 days of receipt without a restocking fee. Defective product may be exchanged prior to installation, within 90 days of receipt. Close-out, odd lots, clearance items and laminates are excluded. Product must be in the original condition and have been properly stored. Installed flooring is considered the property of the purchaser and may not be exchanged or returned for any reason. Any additional shipping costs associated with exchanges are the sole responsibility of the purchaser.

**Returns:** AL (initial here) Returns of opened boxes, close-outs, odd lots, clearance items and laminates are not permitted. Special orders are not returnable unless defective. Shipping and delivery charges are non-refundable. Requests for returns must be submitted within 30 days of receipt. Product must be in its original condition and have been properly stored. Installed flooring is considered the property of the owner/installer and may not be exchanged or returned for any reason. Approved returns are subject to a 20% restocking fee. Any additional shipping costs associated with exchanges or returns are the sole responsibility of the purchaser.

**Warranty:** Only for products sold with a manufacturer's warranty. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The sole remedy for manufacturer's defect is replacement product. Lumber Liquidators, Inc. is not responsible for any indirect, incidental or consequential damages arising from or relating to its sale of any products. Under no circumstances shall any liability of Lumber Liquidators, Inc. arising out of or relating to the transaction set forth in this invoice exceed the total cost of the products included in the invoice and paid for by the purchaser.

For broader comments concerning our service, you may email the Office of the Chairman, Tom Sullivan, at [chairman@lumberliquidators.com](mailto:chairman@lumberliquidators.com).

### THANK YOU

MERCHANDISE TOTAL	MISC. CHARGE	FREIGHT / DELIVERY	TAX	RESTOCKING CHARGE	DEPOSIT APPLIED	DEPOSIT AMOUNT	INVOICE TOTAL
Shipping Totals							
-70.00	0.00	0.00	-6.45	0.00	0.00	1,671.57	1,595.19
MERCHANDISE TOTAL	MISC. CHARGE	FREIGHT / DELIVERY	TAX	RESTOCKING CHARGE	DEPOSIT APPLIED	BALANCE DUE	ORDER TOTAL
Estimated Order Totals							
1,465.12	0.00	0.00	125.66	0.00	1,595.12	0.00	1,595.19





CONCORD, CA 94527  
118 2ND AVE, SOUTH UNIT A-1  
PACIFIC, CA 94583  
925-231-1000

## Invoice Reprint

INVOICE #	C4707566
LOCATION	147
DATE	03/04/10
PAGE	2 OF 2

### BILL TO

2316189  
LIN DOSS  
1636 BARROILHET AVE  
BURLINGAME, CA 94010  
650-348-9484

### SHIP TO

LIN DOSS  
1636 BARROILHET AVE  
BURLINGAME, CA 94010

ORDER DATE	03/04/10	ORDER NO	C4705501	SALES REP	WVA /	CUSTOMER P/O NUMBER		PAYMENT TERMS	CASH
JOB NUMBER		WRITTEN BY	WENDELL WATSON	CONTACT	LIN DOSS			SHIP VIA	CUSTOMER PICK-UP
PRODUCT / DESCRIPTION		QUANTITY OPEN	QUANTITY SHIPPED	QUANTITY BACKORDERED	PRICE	U/M	EXTENSION		

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For broader comments concerning our service, you may email the Office of the Chairman, Tom Sullivan, at [chairman@lumberliquidators.com](mailto:chairman@lumberliquidators.com).

MERCHANDISE TOTAL	MISC. CHARGE	FREIGHT / DELIVERY	TAX	RESTOCKING CHARGE	DEPOSIT APPLIED	DEPOSIT AMOUNT	INVOICE TOTAL
Shipping Totals							
0.00	0.00	0.00	0.00	0.00	0.00	284.49	284.49
MERCHANDISE TOTAL	MISC. CHARGE	FREIGHT / DELIVERY	TAX	RESTOCKING CHARGE	DEPOSIT APPLIED	BALANCE DUE	ORDER TOTAL
Estimated Order Totals							
284.49	0.00	0.00	24.99	0.00	284.49	0.00	284.49



Home Air Analysis For: Lin Doss  
Home Tested: 3408 Bellflower Dr.  
Antioch, CA 94531  
United States

Client Sample ID: Office  
Sample Volume (L): 6  
Date Sampled: 04/01/2015  
Sample Type: TDT HH340

Report Number: 37516  
Laboratory ID: 37516-1

Order Date: 04/06/2015  
Scan Date: 04/07/2015  
Report Date: 04/08/2015

Location/Notes:  
Formaldehyde (Lumber Liquidators laminate).

**Thank you for using Home Air Check!**  
If you have questions about your report please contact  
[customerservice@homeaircheck.com](mailto:customerservice@homeaircheck.com)

## Formaldehyde Report

Formaldehyde Concentration: 89 ng/L (71 ppb)

Formaldehyde Level: **Elevated**

### Recommendation

Locate and remove formaldehyde sources. Investigate the resources listed in this report for more information on formaldehyde sources and their removal.

### Formaldehyde Exposure Limits

The National Institute for Occupational Safety and Health (NIOSH) has set a recommended exposure limit (REL) of 20 ng/L (16 parts per billion). The Occupational Health and Safety Administration (OSHA) has set a **workplace permissible exposure limit (PEL)** of 936 ng/L (750 parts per billion). For more information on exposure limits, see this report about [Environmental Health](#).

### Formaldehyde Sources

The main sources of formaldehyde are composite or engineered wood products that contain urea-formaldehyde (UF) resins (e.g., particleboard, hardwood plywood paneling, medium density fiberboard). Products that contain phenol-formaldehyde (PF) resin also emit formaldehyde but at lower concentrations (e.g., softwood plywood, flake or oriented strand board). Formaldehyde is also present in other building products such as pre-finished engineered flooring, insulation, glues and adhesives, and paints and coatings, as well as textiles, disinfectant cleaning products and soaps, preservatives, cosmetics, pet care products, bactericides and fungicides. Formaldehyde is also a byproduct of many combustion processes, such as tobacco smoke and fuel-burning appliances (gas stoves, kerosene space heaters and fireplaces).

The resources listed below provide additional information about formaldehyde.

US Environmental Protection Agency

<http://www.epa.gov/iaq/formaldehyde.html>  
<http://www.epa.gov/ttn/atw/hlthef/formalde.html>

Agency for Toxic Substances and Disease Registry (ATSDR)

<http://www.atsdr.cdc.gov/toxfaqs/tf.asp?id=219&tid=39>

National Institutes of Health (NIH)

[http://www.niehs.nih.gov/health/materials/fact\\_sheet\\_formaldehyde.pdf](http://www.niehs.nih.gov/health/materials/fact_sheet_formaldehyde.pdf)  
[http://toxtown.nlm.nih.gov/text\\_version/chemicals.php?id=14](http://toxtown.nlm.nih.gov/text_version/chemicals.php?id=14)  
<http://www.ncbi.nlm.nih.gov/pmc/articles/PMC2855181/>

These results are authorized by the Laboratory Director or approved representative.

This analysis was performed by Prism Analytical Technologies, Inc. (Prism), the developer of Home Air Check. The results contained in this report are dependent upon a number of factors over which Prism has no control, which may include, but are not limited to, the sampling technique utilized, the size or source of sample, and the ability of the sampler to collect a proper or suitable sample. Therefore, the opinions contained in this report may be invalid and cannot be considered or construed as definitive and neither Prism, nor its agents, officers, directors, employees, or successors shall be liable for any claims, actions, causes of action, costs, loss of service, medical or other expenses or any compensation whatsoever which may now or hereafter occur or accrue based upon the information or opinions contained herein.